

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	X	
	§	Chapter 11
	§	
LEHMAN BROTHERS HOLDINGS, INC.	§	Case No. 08-13555 (JMP)
et al.,	§	(Jointly Administered)
	§	
Debtors,	§	

In re:	§	
	§	Case No. 08-01420 (JMP) SIPA
LEHMAN BROTHERS INC.	§	
	§	
Debtor.	§	
	§	
	§	
	X	

**CERTIFICATION OF NO OBJECTION UNDER 28 U.S.C. § 1746
REGARDING NOTICE OF PRESENTMENT OF STIPULATION AND
AGREED ORDER REGARDING CERTAIN CONTRACTS BETWEEN
BARCLAYS CAPITAL INC. AND PRICEWATERHOUSECOOPERS LLP**

Pursuant to 28 U.S.C. § 1746, and in accordance with this Court's case management procedures set forth in (i) the Order Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rules 1015(c) and 9007 Implementing Certain Notice and Case Management Procedures entered on September 22, 2008 (D.I. 285, Case No. 08-13555) and (ii) the Order Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rules 1015(c) and 9007 Implementing Certain Notice and Case Management Procedures, entered on November 7, 2008 (D.I. 240, Case No. 08-1420) (together, the "Case Management Order"), the undersigned hereby certifies as follows:

1. On January 13, 2009, the undersigned, on behalf of Barclays Capital Inc. (“BCI”), caused the Notice of Presentment of Stipulation and Agreed Order Regarding Certain Contracts Between Barclays Capital Inc. and PricewaterhouseCoopers LLP (Docket Nos. 2506 and 551, in the respective cases) (the “Notice of Presentment”) to be filed with the United States Bankruptcy Court for the Southern District of New York (the “Court”).

2. The Notice of Presentment set January 16, 2009 at 4:00 pm (New York Time) as the deadline for parties to object or file a response to the Notice of Presentment (the “Objection Deadline”).

3. The Objection Deadline has now passed and, to the best of my knowledge, no objection or other responsive pleading to the Notice of Presentment has been filed with the Court on the dockets of the above-referenced cases in accordance with the procedures set forth in the Case Management Order, nor has any objection or other responsive pleading with respect to the Notice of Presentment been served on counsel to BCI.

4. BCI respectfully requests that the Stipulation and Agreed Order Regarding Certain Contracts Between Barclays Capital Inc. and PricewaterhouseCoopers LLP, attached in clean copy hereto as Exhibit A, be entered in accordance with the Notice of Presentment.

I declare that the foregoing is true and correct.

Dated: New York, New York
January 16, 2009

CLEARY GOTTlieb STEEN & HAMILTON LLP

By: /s/ Lisa M. Schweitzer

Lindsee P. Granfield

Lisa M. Schweitzer

One Liberty Plaza

New York, New York 10006

Telephone: (212) 225-2000

Counsel to Barclays Capital Inc.

Exhibit A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

_____)	
)	
In re:)	Chapter 11
)	
Lehman Brothers Holdings Inc., <u>et al.</u>)	Case No. 08-13555 (JMP)
)	(Jointly Administered)
Debtors.)	
_____)	
)	
In re:)	
)	Case No. 08-01420 (JMP)
Lehman Brothers Inc.,)	SIPA
)	
Debtor.)	
_____)	

**STIPULATION AND ORDER REGARDING CERTAIN CONTRACTS BETWEEN
BARCLAYS CAPITAL INC. AND PRICEWATERHOUSECOOPERS LLP**

WHEREAS, commencing on September 15, 2008 and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI") and certain of its subsidiaries (collectively, the "Debtors") commenced the above-referenced voluntary cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court");

WHEREAS, on September 19, 2008, a proceeding was commenced under the Securities Investor Protection Act of 1970 ("SIPA") with respect to Lehman Brothers Inc ("LBI") and James W. Giddens was appointed as Trustee under the SIPA (the "SIPA Trustee") to administer LBI's estate (Case No. 08-1420, such proceeding, the "SIPA Proceeding", and together with the Chapter 11 Cases, the "Bankruptcy Proceedings");

WHEREAS, the SIPA Proceeding is pending in the Bankruptcy Court;

WHEREAS, on September 16, 2008, certain of the Debtors and LBI entered into an Asset Purchase Agreement (together with any amendments, clarifications, or modifications thereto, the "Purchase Agreement", including that certain Clarification Letter dated September 20, 2008 (the "Clarification Letter")) with Barclays Capital Inc. ("Barclays");

WHEREAS, Section 2.5 of the Purchase Agreement provides, *inter alia*, that for a period of sixty days (60) after September 22, 2008 (the "Closing Date"), Barclays may designate contracts related to the assets purchased for assignment to Barclays ("Related Contracts");

WHEREAS, Section 2.2 of the Purchase Agreement provides, *inter alia*, that the Debtors and LBI would retain all of their right, title and interest in the Excluded Assets (as defined in the

Purchase Agreement), which includes without limitation the Excluded Real Estate Assets (as defined in the Purchase Agreement);

WHEREAS, the Purchase Agreement provides, *inter alia*, that a sublease to LBHI by PWC for the 7th floor at 1301 6th Avenue, New York, New York, 10019 (the “Sublease”) is an Excluded Real Estate Asset;

WHEREAS, on September 18, 2008, the Debtors designated certain executory contracts and unexpired leases for assumption and assignment to Barclays as of the Closing Date¹ by listing those contracts in schedules (the “Schedules”) posted on <http://chapter11.epiqsystems.com/lehman>;

WHEREAS, various agreements between the Debtors and LBI, on the one hand, and PricewaterhouseCoopers LLC (“PwC”) on the other, were proposed for assumption and assignment to Barclays by their inclusion in the Schedules (the “PwC Closing Date Contracts”);

WHEREAS, the PwC Closing Date Contracts inadvertently included the Sublease;

WHEREAS, on September 20, 2008, the Bankruptcy Court entered an order (the “Sale Order”) approving the Purchase Agreement and the various transactions contemplated therein in the Chapter 11 Cases, including, pursuant to paragraph 12 of the Sale Order, the assumption and assignment of Closing Date Contracts, and the deadline to object to cure amounts associated with such assumptions and assignments;

WHEREAS, on September 20, 2008, the Bankruptcy Court also entered an order approving and incorporating by reference the Sale Order in the SIPA Proceeding;

WHEREAS, on October 16, 2008, the Tenth Omnibus Notice Of Assumption And Assignment Of Executory Contracts And Unexpired Leases was filed in the SIPA Proceeding [D.I. 135], and such notice included that certain “Terms and Conditions for Use of Lehman Brothers Subscription Service” dated as of September 24, 1997, between LBI and PwC (the “Subscription License”, and together with the PwC Closing Date Contracts, the “PwC Contracts”);

WHEREAS, PwC has informally raised certain objections with respect to assumption, assignment, and/or cure costs associated with certain of the PwC Contracts;

WHEREAS, PwC and Barclays have reached a consensual resolution of all outstanding issues with respect to the PwC Contracts and wish to stipulate to the terms of resolution thereof.

IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES HERETO, AND ORDERED BY THE BANKRUPTCY COURT, THAT:

¹ Capitalized terms not otherwise defined herein have the definitions provided for such terms in the Sale Order.

1. PwC does not object to the assumption and assignment of the Subscription License, and agrees (a) that all conditions to the assumption and assignment of the Subscription License have been satisfied, including the cure of all outstanding defaults under Subscription License in accordance with section 365(b) of the Bankruptcy Code, and (b) that PwC will have no further claims arising from the Subscription License against the Debtors, the SIPA Trustee, or their respective estates.
2. Within fifteen (15) business days after entry of this Stipulation and order on the docket in the Bankruptcy Proceedings, Barclays will pay to PwC cure costs in the amount of \$75,000 with respect to the assumption and assignment of that certain Statement of Work for Platform Specific Standards Development, between LBI and PwC, dated as of July 23, 2008 (the "Platform Standards Agreement"). Upon such payment, PwC agrees (a) that all conditions to the assumption and assignment of the Platform Standards Agreement have been satisfied, including the cure of all outstanding defaults under Platform Standards Agreement in accordance with section 365(b) of the Bankruptcy Code, and (b) that PwC will have no further claims arising from the Platform Standards Agreement against the Debtors, the SIPA Trustee, or their respective estates.
3. Barclays and PwC hereby agree and understand that although the Platform Standards Agreement incorporates all provisions of that certain Master Professional Services Agreement between LBHI and PwC dated as of December 12, 2005 (the "Master Agreement"), the Master Agreement is not being assumed and assigned to Barclays.
4. The Sublease was not intended to be and has not been assumed and assigned to Barclays. The Sublease is an Excluded Real Estate Asset pursuant to Schedule 1 to the Purchase Agreement and Schedule 1(a) to the Clarification Letter.
5. Notwithstanding anything to the contrary on the Schedules, the Sale Order, or any prior notices given by Barclays, LBI and/or the Debtors in connection with the Bankruptcy Proceedings, the only executory contracts and/or unexpired leases to which PwC is a party that have been assumed and assigned to Barclays are the Subscription License and the Platform Standards Agreement. For the avoidance of doubt, no other agreements to which PwC is a party have been designated as Related Contracts or as Closing Date Contracts, including, without limitation, (a) the Master Agreement, (b) the Sublease Agreement, (c) the PwC Bond Administration License between Aurora Loan Services LLC and PwC, dated as of March 9, 2007, and/or (d) that certain Statement of Work between Lehman Brothers Holdings Inc. and PwC regarding Tax Provision System (Longview) Implementation and Configuration Schedule, dated as of August 15, 2008, none of which have been assumed and assigned to Barclays.
6. This Stipulation may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and shall be binding on

the party who, through its counsel, signed the counterpart, all of which together shall constitute a single agreement.

7. The person who executes this Stipulation by or on behalf of each respective party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of, and to bind, each such party.
8. This Stipulation shall be governed by the laws of the State of New York, without regard to the application of New York's conflict of law principles.

[The remainder of the blank has been intentionally left blank]

Dated: New York, New York
January 12, 2009

CRAVATH, SWAINE & MOORE LLP

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Counsel for PricewaterhouseCoopers LLP

SO ORDERED
this ____ day of January, 2009

United States Bankruptcy Judge